

**AMENDMENT TO  
INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT  
OF 1996  
BETWEEN  
BELLSOUTH TELECOMMUNICATIONS, INC.  
d/b/a AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA,  
AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI,  
AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA AND  
AT&T TENNESSEE  
AND  
SOUTH CAROLINA NET, INC. DBA SPIRIT TELECOM**

The Interconnection Agreement dated May 31, 2006 by and between BellSouth Telecommunications, Inc. d/b/a AT&T Alabama, AT&T Florida, AT&T Georgia, AT&T Kentucky, AT&T Louisiana, AT&T Mississippi, AT&T North Carolina, AT&T South Carolina and AT&T Tennessee ("AT&T") and South Carolina Net, Inc. dba Spirit Telecom ("South Carolina Net") ("Agreement") effective in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee is hereby amended as follows:

1. Section 3.1 of the General Terms and Conditions is amended by adding the following section:
  - 3.1.1 Notwithstanding anything to the contrary in this section 3.1, the original expiration date of this Agreement, as modified by this Amendment, will be extended for a period of three (3) years from December 29, 2008 until December 29, 2011 (the "Extended Expiration Date"). The Agreement shall expire on the Extended Expiration Date; provided, however, that during the period from the effective date of this Amendment until the Extended Expiration Date, the Agreement may be terminated earlier either by written notice from South Carolina Net, by AT&T pursuant to the Agreement's early termination provisions, or by mutual agreement of the parties.
2. The Agreement is also amended as follows to reflect prior changes of law, and South Carolina Net acknowledges and agrees that it will promptly amend the Agreement to reflect future changes of law as and when they may arise.
3. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
4. In entering into this Amendment neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.
5. This Amendment shall be filed with and is subject to approval by the Commissions and shall become effective "thirty (30) days after the date of the last signature executing the Amendment".

South Carolina Net, Inc. dba Spirit Telecom

BellSouth Telecommunications, Inc. d/b/a  
AT&T Alabama, AT&T Florida, AT&T Georgia,  
AT&T Kentucky, AT&T Louisiana, AT&T  
Mississippi, AT&T North Carolina, AT&T South  
Carolina and AT&T Tennessee

By: Mark S. Stokes  
Name: MARK S. STOKES  
(Print or Type)  
Title: DIRECTOR BUSINESS DEVELOPMENT  
(Print or Type)  
Date: 4/3/2008

By: Kristen E. Shore  
Name: Kristen E. Shore  
Title: Director  
Date: 4/16/08

	<u>OCN #</u>	<u>ACNA</u>		<u>OCN #</u>	<u>ACNA</u>
ALABAMA	_____	_____	MISSISSIPPI	_____	_____
FLORIDA	_____	_____	NORTH CAROLINA	<u>511C</u>	<u>SNZ</u>
GEORGIA	<u>898E</u>	<u>SNZ</u>	SOUTH CAROLINA	<u>1784</u>	<u>SNZ</u>
KENTUCKY	_____	_____	TENNESSEE	_____	_____
LOUISIANA	_____	_____			